

# UNOFFICIAL COPY

DEPT-01 RECORDING \$27.50  
105335 TRAN 7945 06/04/92 15 43 00  
#863 W - N 92-325212  
COOK COUNTY RECORDER

02205212

(Space Above This Line For Recording Data)

## MORTGAGE

THIS MORTGAGE ("Security Instrument") is given on April 11, 1992. The mortgagor is GEORGE S. ALDINO and Theressa M. Aldino, his wife ("Borrower"). This Security Instrument is given to PIONEER BANK and TRUST COMPANY under the laws of the United States of America, and whose address is 8383 W. Belmont, Chicago, Illinois 60121, which is organized and existing ("Lender"). Borrower owes Lender the principal sum of Fifty-three Thousand and Five Hundred Dollars (\$53,500.00). This debt is evidenced by Borrower's note dated the same date as this Security Instrument ("Note"), which provides for monthly payments, with the full debt, if not paid earlier, due and payable on May 1, 1997. This Security Instrument secures to Lender (a) the repayment of the debt evidenced by the Note, with interest, and all renewals, extensions and modifications, (b) the payment of all other sums, with interest, advanced under paragraph (a) to protect the security of this Security Instrument, and (c) the performance of Borrower's covenants and agreements under this Security Instrument and the Note. For this purpose, Borrower does hereby mortgage, grant and convey to Lender the following described property located in Cook County, Illinois.

Lot 126 of Chesterfield Golden Addition, being a subdivision of part of the West 1/2 of the Southeast 1/4 of fractional Section 11, Township 41 North, Range 32, East of the Third Principal Meridian, in Cook County, Illinois.

P.L.N. 09-11-425-003

\* This loan is payable in full at the end of 5 years or May 1, 1997. You must repay the entire principal balance of the loan and unpaid interest then due. The bank is under no obligation to refinance the loan at that time. You will therefore be required to make payment out of other assets you may own, or you will have to find a lender willing to lend you the money at prevailing market rates, which may be considerably higher than the interest rate on this loan.

which has the address of 9842 Robin Road

, Niles

Illinois 60648 (Property Address)

TOGETHER WITH all the improvements now or hereafter erected on the property, and all easements, rights, appurtenances, rents, royalties, mineral, oil and gas rights and profits, water rights and stock and all fixtures now or hereafter a part of the property. All replacements and additions shall also be covered by this Security Instrument. All of the foregoing is referred to in this Security Instrument as the "Property".

BORROWER COVENANTS that Borrower is lawfully seized of the estate hereby conveyed and has the right to mortgage, grant and convey the Property and that the Property is unencumbered, except for encumbrances of record. Borrower warrants and will defend generally the title to the Property against all claims and demands, subject to any encumbrances of record.

THIS SECURITY INSTRUMENT combines uniform covenants for national use and non-uniform covenants with limited variations by jurisdiction to constitute a uniform security instrument covering real property.

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This instrument was prepared by the Clerk of the County of Cook, Illinois, on April 1, 1993.

44771

NON-LIEN FORM (CONTAINS) BORROWER AND LENDER FURTHER COVENANT AND AGREE AS FOLLOWS:

19. Acceleration; Remedies. Lender shall give notice to Borrower prior to acceleration following Borrower's breach of any covenant or agreement in this Security Instrument (but not prior to acceleration under paragraphs 13 and 17 unless applicable law provides otherwise). The notice shall specify: (a) the date default is to occur; (b) the section required to cure the default; (c) a date, not less than 30 days from the date the notice is given to Borrower, by which the default must be cured; and (d) that failure to cure the default on or before the date specified in the notice may result in acceleration of the sums secured by this Security Instrument, foreclosure by judicial proceeding and sale of the Property. The notice shall further inform Borrower of the right to reinstate after acceleration and the right to assert in the foreclosure proceedings the non-default or any other defense of Borrower to acceleration and foreclosure. If the default is not cured on or before the date specified in the notice, Lender in its option may require immediate payment of all sums secured by this Security Instrument without further demand and may foreclose this Security Instrument by judicial proceeding. Lender shall be entitled to collect all expenses incurred in pursuing the remedies provided in this paragraph 19, including, but not limited to, reasonable attorney's fees and costs of title evidence.

20. Lender in Possession. Lender is granted a non-exclusive right to enter upon, take possession of and manage the Property until he has collected the rents of the Property, by himself or by his agents, prior to the expiration of any period of redemption following judgment, sale, foreclosure (in person or by affidavit) or any time Lender retains charge to Borrower. Borrower shall pay any recordation costs.

21. Release. Upon payment of all sums secured by this Security Instrument, Lender shall release this Security instrument without charge to Borrower. Borrower shall pay any recordation costs.

22. Waiver of Foreclosure. Borrower waives all rights of homestead exemption in the Property.

23. Riders to this Security Instrument. If one or more riders are executed by Borrower and recorded together with this Security Instrument, the covenants and agreements of this Security Instrument as if the rider(s) were a part of this Security Instrument [check applicable boxes].

24. Family Rider.

Conditional Rider.

Adjustable Rate Rider.

Planned Unit Development Rider.

Graduated Payment Rider.

(Other) [Specify]

By SIGNATURE, below, the Lender accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s), executed by Borrower and recorded with this Security Instrument and in any rider(s), executed by Borrower and recorded with this Security Instrument.

IN WITNESS MY HAND AND OFFICIAL SEAL (this day of April, 1993)

(Date, the day)

Witness my hand and official seal (this day of April, 1993)

(Date, the day)

Executed said instrument for the purpose and uses herein set forth,

before me and it (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,  
have executed same, and acknowledge said instrument to be free and voluntary act and deed and that  
before me and it (are) known or proved to me to be the person(s) who, being informed of the contents of the foregoing instrument,  
have executed same, and acknowledge said instrument to be free and voluntary act and deed and that  
I, Notary Public (Seal)

Notary Public (Seal)

My Commission Expires: 4/15/1993

OFFICIAL SEAL

4/15/1993

4/15/1993

STATE OF ILLINOIS }  
COUNTY OF COOK }  
SS: {

George G. Aloisio  
Hector J. Alonso  
Treasurer  
(Seal)

[Space Below This Line For Acknowledgment]

IN WITNESS WHEREOF, the Lender accepts and agrees to the terms and covenants contained in this Security Instrument and in any rider(s), executed by Borrower and recorded with this Security Instrument.

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If Lender required mortgage insurance as a condition of making the loan secured by this Security Instrument, Borrower shall pay the premiums required to maintain the insurance in effect until such time as the requirement for the insurance terminates in accordance with Borrower's and Lender's written agreement or applicable law.

**8. Inspection.** Lender or its agent may make reasonable entries upon and inspection of the Property. Lender shall give Borrower notice at the time of or prior to an inspection specifying reasonable cause for the inspection.

**9. Condemnation.** The proceeds of any award or claim for damages, direct or consequential in connection with any condemnation or other taking of any part of the Property or for conveyance in lieu of condemnation, are hereby assigned and shall be paid to Lender.

In the event of a total taking of the Property, the proceeds shall be applied to the sums secured by this Security Instrument, whether or not then due, with any excess paid to Borrower. In the event of a partial taking of the Property, unless Borrower and Lender otherwise agree in writing, the sums secured by this Security Instrument shall be reduced by the amount of the proceeds multiplied by the following fraction: (a) the total amount of the sums secured immediately before the taking, divided by (b) the fair market value of the Property immediately before the taking. Any balance shall be paid to Borrower.

If the Property is abandoned by Borrower, state attorney for the County of Borrower shall have the right to make an award or settle a claim for damages. Borrower fails to respond to Lender within 30 days after the date the notice is given, Lender is authorized to collect and apply the proceeds at its option either to restoration or repair of the Property or to the sums secured by this Security Instrument, whether or not then due.

Unless Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not extend or postpone the due date of the monthly payment referred to in paragraph 1 of this instrument, excepting the amount of such payments.

**10. Borrower Not Released; Forbearance By Lender Not a Waiver.** Extension of the time for payment or modification of amortization of the sums secured by this Security Instrument granted by Lender to any successive interest of Borrower shall not operate to release the liability of the original Borrower or Borrower's successors in interest. Lender shall not be required to commence proceedings against Borrower to collect interest or refuse to extend time for payment or otherwise modify amortization of the sums secured by this Security Instrument by reason of any demand made by the original Borrower or Borrower's successors in interest. Any forbearance by Lender in exercising any right or remedy shall not be a waiver of or provide the exercise of any right or remedy.

**11. Successors and Assigns Bound; Joint and Several Liability; Co-signers.** The covenants and agreements of this Security Instrument shall bind and benefit the successors and assigns of Lender and Borrower, subject to the proviso of paragraph 17. Borrower's covenants and agreements in this instrument remain in force. Any Borrower who signs this Security Instrument but does not execute the Note, covenants under this Security Instrument to mortgage, grant and convey that Borrower's interest in the Property under the terms of this Security Instrument, that is not personally obligated to pay the sums secured by this Security Instrument, and covenants that Lender and any other Borrower may agree to extend, modify, forbear or make any accommodation with regard to the terms of this Security Instrument, in the best interest that Borrower's consent.

**12. Loan Charges.** If the loan charges, including interest, fees, points, and other charges, exceed the maximum legal charges, and that law is finally interpreted so that the maximum charge is larger than that which is permitted in connection with the loan exceed the permitted limits, then, on any such loan, charge shall be reduced by the amount necessary to reduce the charge to the permitted limit, and on amounts already collected from Borrower which exceeded permitted limits will be refunded to Borrower. Lender may choose to make this refund by reducing the principal owed under the Note or by making a direct payment to Borrower. If a refund reduces principal, the reduction will be treated as a partial prepayment without any prepayment charge under the Note.

**13. Legislation Affecting Lender's Rights.** If an amendment or supplement to applicable law or the like affects rendering any provision of the Note or this Security Instrument voidable as violative of terms, Lender, at its option, may require immediate payment in full of all sums secured by this Security Instrument and may invoke any remedies permitted by paragraph 19. If Lender exercises this option, Lender shall take the steps described in the second paragraph of paragraph 17.

**14. Notices.** Any notice to Borrower provided for in this Security Instrument shall be given by delivery, mail or by mailing it by first class mail unless applicable law requires use of another method. The notice shall be directed to the Property Address or any other address Borrower designates by notice to Lender. Any notice to Lender shall be given by first class mail to Lender's address stated herein or any other address Lender designates by notice to Borrower. Any notice provided for in this Security Instrument shall be deemed to have been given to Borrower or Lender when given as provided in this paragraph.

**15. Governing Law; Severability.** This Security Instrument shall be governed by federal law and the law of the jurisdiction in which the Property is located. In the event that any provision or clause of this Security Instrument or the Note conflicts with applicable law, such conflict shall not affect other provisions of this Security Instrument or the Note which can be given effect without the conflicting provision. To this end the provisions of this Security Instrument and the Note are declared to be severable.

**16. Borrower's Copy.** Borrower shall be given one conformed copy of the Note and of this Security Instrument.

**17. Transfer of the Property or a Beneficial Interest in Borrower.** If all or any part of the Property or any interest in it is sold or transferred for a beneficial interest in Borrower is sold or transferred and Borrower is not a natural person without Lender's prior written consent, Lender may, at its option, require immediate payment in full of all sums secured by this Security Instrument. However, this option shall not be exercised by Lender if exercise is prohibited by federal law as of the date of this Security Instrument.

If Lender exercises this option, Lender shall give Borrower notice of acceleration. The notice shall provide a period of not less than 30 days from the date the notice is delivered or mailed within which Borrower must pay all sums secured by this Security Instrument. If Borrower fails to pay these sums prior to the expiration of this period, Lender may invoke any remedies permitted by this Security Instrument without further notice or demand on Borrower.

**18. Borrower's Right to Reinstate.** If Borrower meets certain conditions, Borrower shall have the right to have enforcement of this Security Instrument discontinued at any time prior to the earlier of: (a) 5 days (or such other period as applicable law may specify for reinstatement) before sale of the Property pursuant to any power of sale contained in this Security Instrument, or (b) entry of a judgment enforcing this Security Instrument. Those conditions are that Borrower: (a) pays Lender all sums which then would be due under this Security Instrument and the Note had no acceleration occurred, (b) cures any default of any other covenants or agreements, (c) pays all expenses incurred in enforcing this Security Instrument, including, but not limited to, reasonable attorneys' fees, and (d) takes such action as Lender may reasonably require to assure that the lien of this Security Instrument, Lender's rights in the Property and Borrower's obligation to pay the sums secured by this Security Instrument shall continue unchanged. Upon reinstatement by Borrower, this Security Instrument and the obligations secured hereby shall remain fully effective as if no acceleration had occurred. However, this right to reinstate shall not apply in the case of acceleration under paragraphs 13 or 17.

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the date of disbursement of the Note due and shall be payable with interest upon notice from Lender to Borrower  
Securing Lender and I under this paragraph 2 shall become additional debt of Borrower secured by this  
Any amounts disbursed by Lender under this paragraph 2, Lender does not have to do so.

I understand my take action under this paragraph 2, Lender does not have to do so.  
Instrument, appearing in court, paying reasonable attorney's fees and attorney's fees to make repairs. Although  
in the Property I intend to do and pay to Borrower necessary to protect the value of the Property and Lender's rights  
I endures rights in the Property such as a demand for acceleration of the Note over this Property and Lender's rights  
to secure payment of the Note and a right to sue for damages to the Property or to take other legal  
actions and agreements contained in this Note. Securing Lender's additional debt of Borrower shall my significantly affect  
7. **Preemption of Lender's Rights in the Property; Forgiveness.** If Borrower fails to perform this instrument  
the title shall not merge unless Lender agrees to the merger in writing.  
Borrower shall comply with the provisions of the Note, and if this Securing Instrument is on a leasehold,  
charge the Property, allow the Property to deteriorate to a point where it becomes a waste to the Property, the leasehold and  
6. **Preservation and Maintenance of Property; Lenders.** Borrower shall not destroy, damage or substantially  
instrument immediately prior to the acquisition of the sum secured by this instrument  
from paragrapgh 19 the Property is required by law, Borrower's right to an insurance policy and to the payments  
postpone the due date of the monthly payments agreed to in paragraphs 1 and 2 or change the amount of the payments if  
less Lender and Borrower otherwise agree in writing, any application of proceeds to principal shall not exceed  
when the note is paid.

the Payments of all sums secured by this Securing Instrument, whether or not the note  
offered to settle a claim that Lender may collect the instrument proceeds Lender may use the proceeds to settle  
borrower against the Property or does not receive payment within 30 days from Lender, with the excess paid to Borrower. If  
applicable to the sums saved by Lender's security interest in the Note, the lessor of the difference between  
the Payment or Lender's security interest in the Note would be less than, the lessor's security interest is not lessened. If the  
Property damaged, if the lessor's security interest in the Note is substantially less than Lender's security interest, Lender  
less Lender and Borrower otherwise agree in writing, insurance premiums shall be applied to restoration or repair  
of the instrument otherwise specified by the Note.

All sums shall have the right to hold the notes and demands. If Lender and Borrower shall include a standard mortgage clause  
all receipts of paid premiums and interest may make monthly payments as follows. Borrower shall promptly give to Lender  
Lender shall base the interest on the notes and demands. If Lender and Borrower shall be acceptable to the instrument  
increasingly withheld.

Instrument, Lender shall be liable for the instrument shall be chosen by Borrower at its option to Lender's appropriate to the  
instrument less the hazards included within the term "extra-hazard coverage" and any other hazards Lender  
5. **Flood Insurance.** Borrower shall keep the instrument now existing or hereafter created on the Property  
of the following note.

notice identifying the loan Borrower shall satisfy the terms of the options set forth above within 10 days  
the Property is subject to a lien which may attain priority over this Securing Instrument. If Lender has given Borrower a  
agreement satisfies to Lender satisfying the terms of this Securing Instrument. If Lender determines that any part of  
present the instrument of the lien to Borrower as a part of the Property, (c) secures from Lender the holder of the loan in  
lent the loan by, or deems it appropriate to do so, the loan in legend proceedings which in the Lender's opinion operate to  
access in writing to the payment of the instrument otherwise received by the Lender in a manner acceptable to Lender, (d) certifies in good  
Borrower shall promptly discharge any which has priority over this Securing Instrument unless Borrower (e)

receipts evidencing the payment to be paid under this paragraph 2 to Lender, to interest due, and last, to principal due  
to be paid under this paragraph 2 to the sum secured by this Securing Instrument. If Lender does not receive an amount  
pay them on time necessary to the payment provided promptly unless to Lender all losses of amounts  
Borrower shall pay these obligations in full to the instrument provided in paragraphs 2 or if not paid in full manner, Borrower shall  
Property which may attain to the instrument, and lessee shall pay premiums of round rents, if any  
4. **Burke Lenders.** Borrower shall pay the instrument now existing or hereafter created to the  
Note funds to amounts paid by under this paragraph 2 to Lender, to interest due, and last, to principal due  
paragraphs 1 and 2 shall be applied first to late charges due under the Note, second, all payments received by Lender under the  
Note funds held by Lender, unless applicable by law provides otherwise, all payments due under the  
applicable as a result of any over the sum secured by this Securing Instrument.

any funds held by Lender, if under paragraph 12 to the sum secured by the Note, and if funds held by Lender to Borrower  
than immediately prior to the date of the instrument, Lender shall promptly refund to Borrower  
upon payment in full of all sums sufficient to pay the second items when due, the excess shall be held by Lender any  
amount necessary to make up the deficiency in one of more payments as required by Lender  
in Borower's opinion either promptly expand to pay the second items when due, the excess shall be held by Lender to the  
the due dates of the instrument, shall exceed the amount required to pay the second items when due, the excess shall be  
the amount held by Lender to make up the deficiency in one of more payments as required by Lender  
this Securing Instrument.

The funds shall be held in an institution the depositors or accountants of which are insured by  
purposes for which each deposit to the funds was made. The funds are pledged to addditional security for the sums secured by  
shall give to Borrower, without charge, an annual accounting of the funds showing credits and debits to the funds and the  
requires interest to be paid, Lender shall not be required to pay Borrower any interest or earnings on the funds. Lender  
Lender may agree in writing that Lender shall be paid on the funds, less an agreement is made to applicable law  
Lender pays Borrower interest on the funds and applicable law permits Lender to make such a charge. Borrower and  
Lender may not charge to holding and applying the funds and Lender shall apply the excess monthly payments of funds payable prior to  
state agency (including Lender) and Lender together with the future monthly payments of funds payable prior to  
The funds shall be held in an institution the depositors or accountants of which are insured by  
purposes of current data and reasonably estimable expenses of future escrow items

mortgage insurance premium, if any. These items are called "escrow items". Lender may estimate the funds due on the  
one-twelfth of (a) yearly monthly payments of grounds rents or (b) yearly hazard and insurance premium, and (c) yearly  
lessehold payments of grounds rents or (c) yearly taxes and assessments which until the Note paid in full, a sum of "funds" equal to  
to Lender on the day monthly payments are due under the Note, until the Note paid in full, a sum of "funds" equal to

1. **Payment of Principal and Interest and Late Charges.** Borrower shall promptly pay when due  
the principal of and interest on the debt evidenced by the Note and any prepayment charges due under the Note.

**UNIFORM COMMERCIAL CODE** - BORROWER AND LENDER CONCERNING AND AGREEMENTS